*Brooks*, 65 Me. 14. Though the decision may be correct in result, the principle upon which it is decided is clearly unsound.

MORTGAGES — TRANSFER OF RIGHTS AND PROPERTY — ASSIGNMENT BY QUITCLAIM DEED. — The defendant, a holder of a purchase-money mortgage, quitclaimed all his right, title, and interest in the land to the plaintiff. He then foreclosed and purchased the premises. The plaintiff sued for a conveyance. *Held*, that the defendant must convey. *Gottlieb* v. *City of New York*, 112 N. Y. Supp. 545.

To constitute an effective assignment of a mortgage the debt as well as the mortgage must be transferred. *Merritt* v. *Bartholick*, 36 N. Y. 44. In the jurisdictions holding the mortgage a mere chattel interest, security for the debt, a conveyance by the mortgagee of all interest in the land is a nullity and transfers neither mortgage nor debt. *Hill* v. *Edwards*, 11 Minn. 22; *Nagle* v. *Macy*, 9 Cal. 426. Even in states retaining the common law theory that the mortgage passes the legal title subject to defeasance, a quitclaim deed by a mortgagee not in possession does not *per se* accomplish an assignment. *Ellison* v. *Daniels*, 11 N. H. 274. But when the intention to pass the mortgage debt plainly appears such conveyance is held an assignment. *Johnson* v. *Leonards*, 68 Me. 237. See *Hill* v. *Edwards*, *supra*. And a quitclaim deed, though passing no legal estate, may operate as an equitable assignment of the mortgage debt to the extent of the purchase money paid. *McSorley* v. *Larissa*, 100 Mass. 270. See *Lunt* v. *Lunt*, 71 Me. 377. In the main case whether there has been a legal or an equitable assignment the court reaches a correct result in holding the mortgagee a trustee for the plaintiff of the land purchased.

MORTGAGES — TRANSFER OF RIGHTS AND PROPERTY — DESTRUCTION OF DEFEASANCE AGREEMENT TO CUT OFF RIGHT OF REDEMPTION. — The plaintiff executed and delivered to the defendant an absolute deed as security for indebtedness. Simultaneously the defendant delivered to the plaintiff a defeasance agreement, but neither instrument referred to the other. Subsequently, for good consideration, the instrument of defeasance was surrendered to the defendant and destroyed with the intention of making the deed absolute and cutting off the equity of redemption. The defendant sold the property described in the deed and the plaintiff brought an action to have the deed declared a mortgage and for an accounting. *Held*, that the deed is a mortgage and that the plaintiff may redeem and have an accounting. *Conover* v. *Palmer*, 60 N. Y. Misc. 241. See NOTES, p. 295.

REAL PROPERTY — MERGER — ESTATES HELD IN DIFFERENT RIGHTS. — The husband of a holder of a term for years bought the reversion in fee. *Held*, that the term does not merge in the reversion. *Hurley* v. *Hurley*, 42 Ir. L. T. 253. (Ire., Ct. App., Nov. 16, 1908). See NOTES, p. 298.

RULE AGAINST PERPETUITIES — UNCERTAINTY — POSTPONEMENT OF FUTURE GIFT "AS LONG AS LEGALLY POSSIBLE." — A testator gave the residue of his estate to a trustee "for as long a period as is legally possible," to make annual payments to forty-two annuitants and (with three exceptions) to their heirs, and at the end of that time to divide the trust fund equally among the persons then entitled to the annuities. *Held*, that the gift over is valid and vests twenty-one years after the death of the last surviving annuitant. *Fitchie* v. *Brown*, U. S. Sup. Ct., Dec. 7, 1908.

This decision affirms the decision of the Supreme Court of Hawaii. For a discussion of the case in the lower court, see 20 HARV. L. REV. 220.

SALES — TITLE OF GOODS SUBJECT TO BILLS OF LADING — EFFECT OF INDORSEMENT WITHOUT INTENT TO PASS TITLE. — A seller of goods consigned them to X, and on their arrival they were seized by an execution creditor of the seller. Subsequently, X indorsed the bill of lading to Y, an agent, without value. Y sued the sheriff in trover. *Held*, that he cannot recover. *Burgos* v. *Nascimento*, 53 Sol. J. 60 (Eng., H. L., Nov. 18, 1908).

Since the indorsement was to an agent and without value, the assumption of the court that there was no intent to pass an interest in the goods seems justified. And the common law rule is that the effect of the endorsement of a bill of lading is limited by the intent of the parties. *Sewell* v. *Burdick*, 10 App. Cas. 74. A bill of lading, though *prima facie* evidence of absolute ownership in the *bona fide* indorsee, may be explained. *Low* v. *De Wolf*, 8 Pick. (Mass.) 101. An indorsement in furtherance of a bargain confers an interest sufficient to give the indorsee the right of possession. *Dracachi* v. *Navigation Co.*, L. R. 3 C. P. 190. But an indorsement to an agent merely for the purpose of stoppage *in transitu* passes no property sufficient to support an action of trover. *Waring* v. *Cox*, 1 Camp. 369. Likewise a re-indorsement merely for the purpose of getting the goods from the carrier passes no property interest to the second indorsee. *Moors* v. *Wyman*, 146 Mass. 60. Even under the mercantile view the intent with which an indorsement is made must be considered. *Dodge* v. *Meyer*, 61 Cal. 405. Under either the common law or the mercantile view, therefore, the decision in the case considered is sound.

SPECIFIC PERFORMANCE — GENERAL NATURE AND SCOPE OF EQUITABLE RELIEF — CERTAINTY NECESSARY IN CONTRACTS TO MORTGAGE. — The plaintiff agreed to lend the defendant a certain sum with which to buy land, upon the latter's promise to give him a mortgage on the land for the sum. No time was fixed for payment of the mortgage debt. The defendant received the money and bought the land. The plaintiff asked for specific performance of the contract. *Held*, that he is not entitled to such relief. *Poole* v. *Tannis*, 118 N. W. 188 (Wis.).

It is a general prerequisite to granting specific performance, that the contract to be enforced must be so definite in its terms and as to its subject matter, that equity may be reasonably sure of carrying out the intention of the parties. Ordinarily in enforcing contracts in regard to realty, it is required that stipulations as to price and time of payment be very definite. Thus, a contract for the sale of land on credit, which does not fix the time for deferred payments, and a contract to renew a lease at its expiration, the rent to be proportioned to the valuation of the premises at that time, are too uncertain to be specifically enforced. *Buck* v. *Pond*, 126 Wis. 382; *Pray* v. *Clark*, 113 Mass. 283. But it has been held that a contract to give a mortgage could be enforced, although no time was fixed for maturity, on the ground that this meant a reasonable time. *Triebert* v. *Burgess*, 11 Md. 452. The principal case, however, represents the better view and is supported by the weight of authority. *McClintock* v. *Laing*, 22 Mich. 212; *Milliman* v. *Huntington*, 68 Hun (N. Y.) 258.

SUNDAY LAWS — NEGOTIABLE INSTRUMENTS — VALIDITY OF PROMISSORY NOTE EXECUTED ON SUNDAY. — The plaintiff sued on a promissory note bearing the date of a week day, but in fact signed and delivered in the mail on Sunday. By reason of the false date, the plaintiff was not aware that the note was executed on Sunday. *Held*, that the plaintiff may recover. *Collins* v. *Collins*, 117 N. W. 1089 (Ia.).

There is difference of opinion as to whether state statutes prohibiting business on Sunday affect the making of a contract on that day. Where they are construed as aimed primarily at preventing disturbance of the peace, a contract made on Sunday retains its common law validity. *Richmond* v. *Moore*, 107 Ill. 429. But in the majority of states the statutes are held applicable to Sunday contracts, and such a contract is generally said to be void. *Clough* v. *Goggins*, 40 Ia. 325. The better view seems to be that, while not strictly void, it is illegal; and therefore the law will not aid one party to it as against the other, where both have notice of its illegality. *Cranson* v. *Goss*, 107 Mass. 439. *Contra*, *Williams* v. *Armstrong*, 130 Ala. 389. But where the contract is in the form of a negotiable instrument it is good in the hands of a *bona fide* holder not chargeable with knowledge of the execution on Sunday. *Gordon* v. *Levine*, 197 Mass. 263. And in extending the *bona fide* privilege to the obligee himself, the main case is clearly to be justified.